

**BALTIMORE CITY HEALTH  
DEPARTMENT**

**Ryan White Part A**

**Request for Proposal**

Fiscal Year 2016

**Application Due Date:**  
***January 4, 2016***

**Pre-proposal Meeting:**  
***December 3, 2015 at  
2:30pm***

***1001 E. Fayette St. Baltimore,  
MD 21202***

**Release Date: *November 19  
2015***

***Planning Council Support  
RFP***

## **PURPOSE**

Baltimore City Health Department (BCHD), Ryan White (RW) Office is accepting proposals to support the administrative and operational functions of the Greater Baltimore HIV Health Services Planning Council (Council). This guidance contains instructions for submitting an application for funding consideration and communicates information on specific requirements and expectations. The BCHD Ryan White Office (Recipient) seeks to fund an entity to provide professional and technical support to assist the Recipient with completion of the FY 2016 grant deliverables related to the Planning Council. The entity selected will act as staff support to the Council to perform specific activities as described further in this RFP.

The selected proposal will convey a culturally competent approach paired with a proven successful track record of addressing the services solicited for the intended target populations as outlined in this request for proposals.

## **PROGRAM AUTHORITY**

The Ryan White Part A of Title XXVI of the Public Health Service Act as amended by the Ryan White HIV/AIDS Treatment Modernization Act of 2009 (Public Law 111-87), which includes Minority AIDS Initiative funds (hereafter referred to as the Ryan White HIV/AIDS Program).

## **Program Guidelines and Requirements**

This is an open and competitive process.

Proposals must contain the signature of a duly authorized officer or agent of the company submitting the proposal.

If the execution of work to be performed by your company requires the hiring of consultants you must clearly state this in your proposal. Consultants must be identified and the work they will perform must be defined, based on project, outcomes, deadline and hourly rate. In your proposal please provide the name and address of the consultant. All hired consultants must follow the U.S. Office of Management and Budget regulations regarding federal grants.

A minimum of 67 percent of the effort must be carried out by the planning council support office (PCSO) staff. Payments, in the aggregate, to consultants, consortium participants and contractors may not exceed 33 percent of the total requested amount.

Applications under this announcement must be submitted electronically to Dr. Alberta Ferrari at [alberta.ferrari@baltimorecity.gov](mailto:alberta.ferrari@baltimorecity.gov) no later than 4pm on January 4, 2016.

Proposals received after 4:00pm, January 4, 2016 will not be considered. It is the responsibility of the applicant to ensure that a complete application is submitted by the due date and time. **BCHD will not accept applications delivered after the deadline.**

## **ELIGIBLE APPLICANTS**

Eligible applicants must be registered and in good standing with the Maryland Department of Assessment and Taxation and must provide proof that they are tax-exempt under 501 (c) (3) of the U.S. Internal Revenue Code or a non-stock corporation. Priority will be given to entities with office space dedicated to full-time operations that are located within the Baltimore Eligible Metropolitan Area (EMA).<sup>1</sup>

Currently funded Ryan White Part A sub-recipients are not eligible to apply for funding under this announcement.

## **TIMELINE**

RFP release date November 19, 2015.

Deadline for submission of Proposals January 4, 2016, are due no later than 4:00pm,EST.

Pre-proposal Meeting – December 3, 2015 at 2:30 pm

Proposals review – January 11, 2016.

During this time we may require interviews at our office with our evaluation team on or about January 14, 2016. You will be notified if this is requested.

Negotiations will begin immediately with the successful candidate and should conclude no later than January 19, 2016.

All other candidates will be notified on or about February 15, 2016.

Proposers may request a copy of the RFP by contacting Karen Dorsey at [Karen.dorsey@baltimorecity.gov](mailto:Karen.dorsey@baltimorecity.gov).

## **Funding Level**

The budget shall not exceed 2.7% of the administrative award or \$400,000 whichever is less. Funding is contingent upon the availability of funds received from Health Resources and Services Administration (HRSA) and approval by of the budget and scope of work submitted by BCHD. **Applications that propose a budget that exceeds the available funds stated will not be reviewed and receive no further consideration in the process.**

Funds are to support the logistical coordination and administrative operations and activities of the Council. The staffing plan must take into consideration the skillset needed to accomplish the Council's activities. Minimum staffing requirements are outlined on page 6.

## **CONTRACT TERMS**

Once an applicant is selected, the term of this contract will be for 1 year(s) with an option for 1 year renewal contingent on availability of funding received from the HRSA. The initial term is planned to be for a period of 2-years, beginning March 1, 2016 through February 28, 2018 unless terminated sooner in accordance with contract agreement terms and subject to the successful implementation of the contract expectations

The opportunity for renewal will be based on:

- Compliance with contractual requirements, and
- Availability of federal Ryan White Part A funds

## **BACKGROUND**

The BCHD Ryan White Part A office will use the results of this process to award one contract. The contract from this process will be administered through BCHD.

The Ryan White HIV/AIDS Program is the federal program under the U.S. Department of Health and Human Services (DHHS) that funds services for individuals living with HIV/AIDS. Ryan White services are for those who have no health insurance, have insufficient health care coverage, or lack financial resources to get the care they need. It pays for care that is not covered by other programs like Medicaid and Medicare. The intent of the grant funds awarded to local and State areas is to get persons living with HIV/AIDS (PLWHA) into care early and retain them in care.

Ryan White funding is administered nationally by HRSA's HIV/AIDS Bureau. In Baltimore City, Part A money goes to the BCHD to manage the grant. The Recipient works with the Greater Baltimore Planning Council. The Council is a federally mandated community planning body for Ryan White Part A & Minority AIDS Initiative (MAI) funds in the Baltimore EMA. The Council is a 40-member, all-volunteer body, appointed by the Mayor of Baltimore City. The Council is appointed to plan and allocate funds for medical care and support services based on prioritized needs of persons living with HIV/AIDS as identified by needs assessments conducted in

accordance with the legislative requirements and HIV/AIDS Bureau expectations for Part A and MAI. The Council accomplishes its work through a structure of committees. Each committee maintains minutes of its proceedings' and reports to the Council.

Part A funds may be used for outpatient/ambulatory medical care, AIDS drug assistance program (ADAP) treatments, AIDS pharmaceutical assistance (local), oral health care, early intervention services (EIS), health insurance premium & cost-sharing assistance, home health care, home and community-based health services, hospice services, mental health services, medical nutrition therapy, medical case management and outpatient substance abuse services. It has been determined that these services are essential to PLWHAs in order to stay in care and achieve quality medical outcomes.

### **The Council is responsible for:**

Maintaining relevant rules to help the Council operate smoothly and fairly (Council operations). This includes bylaws, grievance procedures, conflict of interest policies and procedures, procedures that ensure open meetings, and an open nominations process to identify nominees for the Council. Additional Council responsibilities include:

Identifying what services are needed and what populations need care (needs assessment), every three years; the next needs assessment is due August 2016. Funds are only available in the year the assessment is conducted.

Determining service priorities (priority setting) and develop resource allocations, annually.

Maintaining or updating the Standards of Care for all prioritized service categories, as needed.

Developing a long term plan for the delivery of HIV-related services (comprehensive or Integrated plan) in coordination with the Prevention Recipient and Ryan Part B program, every three years; the next integrated plan is due September 2016.

Participating in the development of Statewide Coordinated Statement of Need with the Ryan White Part B Program as well as other programs like Medicaid and Medicare, annually.

Evaluating the efficiency of the Part A Recipient in selecting sub-recipients for direct service, reimbursing sub-recipients for services provided and monitoring the contractual compliance of sub-recipients (assessment of the efficiency of the administrative mechanism).

Monitor overall spending by service category and

Maintain membership that reflects the demographics of those living with HIV in the EMA.

*Additional information on the Planning Council can be found at <http://www.GreaterBaltimorePlanningCouncil.org>.*

### **The Council Support Team is responsible for:**

The Council support team will work with a diverse group of volunteers including affected community members and professionals of varying skill sets and age. The Council support team will:

- Coordinate and facilitate meetings. Publicize Council related activities, via flyer or web distribution to elicit community participation, when needed.
- Maintain and update the planning council web site.
- Establish meeting spaces to accommodate the monthly Council events attended by 40 members, plus spectators.
- Distribute Council documents via an on-line web portal prior to all meetings.
- Have capacity to conducting on-line meetings via a web-based system.
- Conduct leadership training
  - Train Council members (new and established) on roles and responsibilities of the planning council and the grant recipient.
  - Conduct leadership empowerment and advocacy training for both Council and non-Council persons.
- Coordinate Needs assessment process every three years; the next needs assessment is due August 2016.
- Coordinate comprehensive/integrated planning for HIV services
- Coordinate Priority Setting and Resource Allocation (PSRA) process annually, next PSRA June 2016.
- Develop, implement, and administer the Council grievance procedures.
- Summarize Council accomplishments and challenges annually, due April 30, 2016.
- Provide narrative, data and planning council rooster for Council sections of the application annually by an agreed upon time.

- Sub-contract transportation services based on most cost effective bids, for PLWHA Council member to attend RW related meetings. Provide 3 quotes.
- Manage the expense reimbursement costs incurred by Council members for travel to and from HRSA/HIV/AIDS Bureau (HAB) sponsored technical assistance meetings and conferences.

## **PC Support Staff Requirements**

Present a detailed staffing plan that includes education, experience, qualifications and proposed responsibilities.

- A. Provide position descriptions that include the roles, responsibilities, and qualifications of proposed project staff. This information must be included as an attachment to your proposal. Include copies of biographical sketches for any key personnel that will be funded and/or assigned to work on the proposed project.
- B. Below is a sample of the skill level and expectations that are necessary to carry out the functions outlined in this RFP.
  1. Program Manager/Director-The program manager oversees the management of all activities, subordinate employees and ensuring responsibilities are carried out, overseeing the completion of Council objectives; assisting committees with work plans; ensuring that committee and council deadlines are met; gathering data, drafting position papers and providing technical assistance to committees; planning the council's published deliverables; and serving as primary liaison with the grantee, and other HIV-related entities as necessary.
  2. Research Analyst-Position responsibilities include planning, directing, researching and editing of recurring Council large-scale, stand-alone projects (e.g., the triennial needs assessment, the standards of care, the comprehensive plan, etc.) and working with planning council sub-committees.
  3. Research Analyst-Position responsibilities working with Council sub-committees - Continuum of Care Committee, Executive Committee Administrative, Comprehensive Committee, Fiscal Committee etc.
  4. Administrative Specialist- serves as office and business administrator, with responsibilities as follows: providing management of vendor accounts, ordering and coordinating supplies, food and off-site meeting spaces; maintaining a Planning Council inventory; entering financial data in a general ledger; monitoring receipts for this grant account; and monitoring employee leave and requisition forms.

5. Consultants: Priority-Setting facilitators. Administrative Mechanism Assessor-a third party consultant to assess the efficiency of the grantees contracting and reimbursement processes.

## **Time and Effort Measurement for Staff Time Allocation**

The applicant must have a process to validate time actually spent working on activities for employees with multiple time or responsibilities divided between funding sources. Payroll and fringe benefits must be based upon the percentage of time actually spent working on the Ryan White program, and this must be supported by time sheets that indicate the total hours worked in a pay period

## **Specific Sub-Committee Activities**

Executive Committee: The Committee shall ensure the development and amendment of Council Bylaws, including conflict of interest procedures, and grievance procedures. In addition, the Executive Committee is responsible for assessing the efficiency of the administrative mechanism in rapidly allocating funds. Members shall work with the grantee agency to review monthly fiscal reporting data, review contract status data, establish the granting time lines, and monitor compliance with funding requirements. The Committee shall act on behalf of the Council in the event of an emergency that does not permit a full Council meeting to be convened **12 meetings per year.**

Nominating: This Committee's responsibilities include oversight and maintenance of the Planning Council membership, including facilitating the nomination process, monitoring attendance and verifying conflicts of interest of Council and committee members. In addition, the committee provides oversight and maintenance of Council outreach efforts to promote awareness and utilization of prioritized services for people living with HIV and AIDS. **11 meetings per year.**

Fiscal: Members are responsible for oversight of the direct services allocations and expenditures, resource allocation and re-allocation according to priorities set by the Council and spending trends. Members shall use data gathered through the needs assessment process to inform the allocations and re-allocation of funds to service categories. All service category policies will be vetted through this committee and recommendations brought to the full Council. **4 meetings per year.**



Persons Living with HIV AIDS. (PLWHA): Members must be consumers who seek to improve Ryan White services by informing the Council with their ideas, experiences and vision in order to improve the coordination of Ryan White services within the EMA and increase the health outcomes of PLWH/A. Members may be HIV-positive Council members or non-Council Members. **6 meetings per year plus technical assistance and planning sessions as needed.**

Comprehensive Committee: The committee shall ensure that an Integrated HIV plan for the delivery of healthcare and supporting services in the EMA is developed and amended as needed. The Committee oversees the process for prioritizing HIV services and leads the development of carry-over requests. **11 meetings per year.**

Continuum of Care Committee: This committee shall ensure up-to-date Standards of Care and finalize directives from priority setting and resource allocation. **8 meetings per year.**

## **INSTRUCTIONS FOR COMPLETING APPLICATIONS**

Applications must be structured in order of the narrative requirements below. Respond to the required outlined criteria in a thorough and organized format that succinctly addresses the Council support office priorities, activities and staffing expectations of each as described earlier in this RFP. ***Applicants MUST clearly document relevant experience rendering the service(s) for which they are proposing.***

### **ABSTRACT REQUIREMENTS (Limit 1 page)**

The abstract(s) must include the ***full, legal*** name of the proposing organization; corporate/tax status of proposing organization (i.e., not-for-profit or non-stock); a brief description of the proposed services and the total budget.

## **NARRATIVE**

Applicants must demonstrate a broad knowledge of Baltimore and HIV/AIDS, along with expertise in community planning processes and procedures. Detailed knowledge of the HIV community planning process is helpful but not mandatory. Proposals are expected to demonstrate a strong service record in providing comparable services and contain realistic and reasonable budgets.

Page Limit: 20 Single-Spaced Pages

### **Organizational Experience, Knowledge and Capacity (25 points)**

1. Describe your company's profile.
2. Describe your organization core competencies and your capability to provide the required staffing.
3. Provide an example of a typical contract you have or had in the past five years for services similar to those sought in this RFP. Include information on the size and time frame of the contract, the scope of work you provided, and any deliverables for which you were responsible.
4. Describe your organization's knowledge of and experience working with HIV/AIDS issues, whether from a research, planning, training, facilitation or other perspective.
5. How many full-time staff does your organization employ? Please include a copy of your organization chart.

### **Proposed Scope of Services (30 points)**

1. Describe prior experience conducting a needs assessment process. Discuss the process used and tangible outputs that resulted from the process (e.g. reports, publications etc.).
2. Describe prior experience engaging and overseeing community-based planning processes.
3. Describe prior experience or capability developing comprehensive plans.
4. Describe prior experience providing training to community members with diverse levels of knowledge. Discuss content of the training, any materials developed and evaluation of the process.

### **Work-plan Narrative (10 points)**

This section should provide a through narrative description of your organizations plans to implement the required expectations of this RFP. If you are a new organization your work plan narrative should discuss the details of your proposed start-up plan. Submit a work plan matrix as Attachment D to the application (see Appendix A for template).

This work plan narrative should:

- detail the overall service goals, their related activities and the proposed outcomes related to the required scope of work for the March 2013- February 2014 funding year,
- include process and outcome objectives that are specific, measurable, attainable, realistic and time-framed (SMART) and explain and complement the work-plan matrix.

### **BUDGET (20 points)**

Include a proposed line-item budget and a detailed budget narrative (see Appendix B for a sample budget narrative and budget forms).

### **ATTACHMENTS (15 points)**

Include the following:

- Attachment A: Organizational Chart
- Attachment B: Resumes of Key Staff
- Attachment C: Organizational Budget & budget narrative
- Attachment D: Work-plan Matrix
- Attachment D: Proof of 501 (c) 3 or Non-stock Status and evidence of good standing in SDAT
- Attachment E: Board of Directors (if applicable)
- Attachment F: Names and contact information for three references.

## **EVALUATION CRITERIA**

Proposals that meet the mandatory requirements, as stated above, will be evaluated with the following criteria:

- Suitability of the Proposal – overall quality of the bid and its alignment with required criteria.
- Expertise – Ability to provide efficient and effective services, history of successfully providing similar services in the past and demonstrates commitment to excellence.
- Depth and Breadth of Staff - Appropriate staff to oversee and manage the planning council affairs.
- Value/Pricing – The price is commensurate with the proposed services and activities.
- Proposal presentation – The information is presented in a clear, logical manner and is well organized.
- BCHD reserves the right to consider criteria in addition to those above in making its final decision. BCHD has final authority for all decisions related to allocation of resources made available through this bid.

## **COMPLIANCE WITH LAWS, STATUTES, ORDINANCES AND EXECUTIVE ORDERS**

### **FEDERAL GUIDELINES**

The selected applicant must abide by the federal assurances, certifications and cost principles applicable to federal grant monies; and special conditions applicable to Ryan White grant

funding, including the Ryan White HIV/AIDS Treatment Modernization Act. For additional information, see <http://hab.hrsa.gov/manageyourgrant/pinspals/eligible1002.html>. Federal Policies & Guidelines clarifying the use of Ryan White HIV/AIDS Treatment Modernization Act Part A Funds, available at the DHHS HRSA website: <http://hab.hrsa.gov/manageyourgrant/policiesletters.htm>.

For the selected applicant, the following contract provisions in this section will be included in an agreement. For the following sections, the Mayor and City Council of Baltimore by and through its Health Department are referred to as the “DEPARTMENT” and the selected applicant is referred to as the “PROVIDER.”

## **REIMBURSEMENT, BUDGET, PAYMENT**

1. Reimbursement. The DEPARTMENT shall reimburse the PROVIDER for satisfactorily rendering the services, in the sole discretion of the DEPARTMENT, described hereunder in an amount not to exceed the agreed upon amount for the term. Any expenses/costs incurred by the PROVIDER in excess of this amount shall be the sole responsibility of the PROVIDER. The actual amount of funding to be paid to the PROVIDER depends upon the actual services provided. Any funds advanced to the PROVIDER prior to the execution of the Agreement are subject to the terms and conditions of this Agreement. The PROVIDER agrees that all expenditures are to be made in accordance with the terms and conditions of the funding source identified keeping with the scope of services within the agreed upon budget.

2. Payment. Subject to the appropriation of funds, the DEPARTMENT shall use reasonable efforts to make payment under this Agreement within forty-five (45) days of presentation of a request for payment by the PROVIDER. The PROVIDER’S request for payment shall be made timely on a basis no more frequent than monthly, and shall indicate the time periods and services for which payment is requested, and shall adhere to instructions and format, including specific forms, if any, required by the DEPARTMENT.

## **PROFESSIONAL RESPONSIBILITY**

1. The PROVIDER, its employees, agents, subcontractors, and affiliates shall exercise independent professional judgment and shall assume professional responsibility for all services provided hereunder.

2. The PROVIDER warrants that it, its employees, agents, subcontractors, and affiliates are authorized by law to engage in the performance of the services of this Agreement. The PROVIDER shall ensure that it, its employees, agents, subcontractors and affiliates have all required licenses and certifications to provide services under this Agreement.

## **REPORTING**

The PROVIDER shall comply with all requirements of the DEPARTMENT and the funding source(s) for reporting of the services provided under this Agreement. Upon request of the DEPARTMENT, the PROVIDER shall provide draft copies of any reports and/or document deliverables for the DEPARTMENT'S review and approval prior to the PROVIDER'S finalization of the reports and/or document deliverables. If such reports and/or document deliverables do not meet the approval of the DEPARTMENT, it will be the responsibility of the PROVIDER to address any changes to meet the satisfaction of the DEPARTMENT at no additional cost to the DEPARTMENT.

## **INSURANCE**

The PROVIDER shall not commence work under this Agreement until it has obtained all the insurance required under this section. Further, such insurance shall remain in force during the life of this Agreement. The PROVIDER shall name the Mayor and City Council of Baltimore as additional insured on all policies. The PROVIDER, at its sole expense, shall procure and maintain during the life of this Agreement the following required insurance coverage:

Professional Liability, Errors and Omissions Insurance, with annual, aggregate limits of no less than Three Million Dollars (\$3,000,000), pertaining to services rendered by professionals on behalf of the PROVIDER. If coverage is purchased on a "claims made" basis, the PROVIDER warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period from the date of contract termination, and/or conversion from a "claims made" form to an "occurrence" coverage form. Said policy shall be for services performed, pursuant to this Agreement, either directly or indirectly, which involve or require professional services. "Professional Services" for purposes of this Agreement shall mean any services provided by a licensed professional.

Commercial General Liability Insurance at limits of not less than One Million Dollars (\$1,000,000) per occurrence for claims arising out of bodily injuries or death, and property damages. With those policies with aggregate limits, a minimum limit of Three Million Dollars

(\$3,000,000) is required. This policy shall include broad form property damage if the PROVIDER uses any City of Baltimore owned facility (or facilities). Such insurance shall include (a) contractual liability insurance and (b) sexual and/or physical abuse liability coverages.

Business Automobile Liability Insurance at limits of not less than One Million Dollars (\$1,000,000) per occurrence for all claims arising out of bodily injuries or death and property damages. The insurance shall apply to any owned, non-owned, leased, or hired automobiles used in the performance of this Agreement.

Workers' Compensation coverage as required by the State of Maryland, as well as any similar coverage required for this work by applicable federal or "other state's" state law.

The Mayor and City Council of Baltimore, its elected/appointed officials, employees, and agents shall be covered, by endorsement, as an additional insureds as respects to liability arising out of any activities performed by or on behalf of the PROVIDER in connection with this Agreement.

The PROVIDER's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

To the extent of the PROVIDER's negligence, the PROVIDER's insurance coverage shall be primary insurance as respects the CITY, its elected/appointed officials, employees, and agents from any liability arising out of the PROVIDER's performance of the services hereunder. Any insurance and/or self-insurance maintained by the CITY, its elected/appointed officials, employees, or agents shall not contribute with the PROVIDER's insurance or benefit the PROVIDER in any way.

Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been given to the CITY. There will be an exception for non-payment of premium, which is ten (10) days notice of cancellation.

Insurance is to be placed with insurers with a Best's rating of no less than A:VII, or, if not rated with Best's, with minimum surpluses the equivalent of Best's surplus size VII and said insurers must be licensed/approved to do business in the State of Maryland.

The PROVIDER shall furnish to the CITY a "Certificate of Insurance", with a copy of the additional insured endorsement as verification that coverage is in force. The CITY reserves the right to require complete copies of insurance policies at any time.

Failure to obtain insurance coverage as required or failure to furnish Certificate(s) of Insurance as required may render this Agreement null and void; provided however, that no act or omission of the CITY shall in any way limit, modify or affect the obligations of the PROVIDER under any provision of this Agreement.

The PROVIDER shall include all subcontractors as insureds under its policies or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. Insurance coverages provided by subcontractors as evidence of compliance with the insurance requirements of this contract shall be subject to all of the requirements stated herein.

If the PROVIDER is self-insured for any of the above requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference herein, and shall constitute compliance with this section. Any deductibles or self-insured retentions must be declared to and approved by the CITY, and shall be the sole responsibility of the PROVIDER.

## **FIDELITY BOND**

The PROVIDER, at its sole expense, shall secure a fidelity bond to insure the DEPARTMENT against any and all loss of funds provided hereunder due to misuse, mismanagement, and/or theft of such funds by the PROVIDER, its officers, employees, agents or assigns. The amount of this bond shall be thirty-three percent (33%) of the reimbursement award provided for in this Agreement.

## **INDEMNIFICATION**

The PROVIDER shall indemnify, defend and hold harmless the CITY, its elected/appointed officials, employees, agents, and volunteers from any and all claims, demands, suits, and

actions, including attorneys' fees and court costs, connected therewith, brought against the CITY, its elected/appointed officials, employees, agents and volunteers, arising as a result of any activities caused by the direct or indirect, willful, or negligent act or omission of the PROVIDER, its officials, employees, agents, volunteers or contractors arising out of this Agreement.

In the event of any liability claim against the PROVIDER or its personnel, the PROVIDER and its personnel shall not seek to join the CITY or any of its elected/appointed officials, employees, agents, or volunteers in such action or hold such responsible in any way for legal protection of the PROVIDER and/or its personnel.

## **TERMINATION**

### **1. Termination for Convenience.**

Either party may terminate this Agreement by giving to the other party written notification thereof at least thirty (30) days prior to termination. Upon termination, the parties hereto agree that any adjustments necessary shall be forthwith made and all monies due for services satisfactorily rendered, is the sole discretion of the DEPARTMENT, prior to termination shall be paid within sixty (60) days of the date of termination. Any funds advanced to the PROVIDER for services not yet rendered shall be returned to the DEPARTMENT within sixty (60) days of the date of termination. The DEPARTMENT shall not be obligated to pay for any services rendered by the PROVIDER after the effective date of termination pursuant to this section.

### **2. Termination for Cause.**

If the PROVIDER fails to fulfill its obligations under this Agreement properly and on time, or otherwise violates any provision of this Agreement, the DEPARTMENT shall have the right to terminate the Agreement upon written notice thereof and specifying an effective date of termination. The DEPARTMENT may, in its sole discretion, allow the PROVIDER a specified time period in which to cure a breach and/or otherwise correct and/or improve its performance to the DEPARTMENT'S satisfaction. The parties agree that they shall make good faith efforts in the performance of this Agreement. The DEPARTMENT shall not be obligated to pay for any services rendered by the PROVIDER after the effective date of termination pursuant to this section.

### **3. Termination for Lack of Funds.**



In the event that funds, in whole or in part, are not available to begin or to continue this Agreement at the level of services specified, the DEPARTMENT may immediately terminate or amend this Agreement. The DEPARTMENT shall not be obligated to pay for any services rendered after the PROVIDER has received written notice of termination pursuant to this section.

## **MODIFICATIONS AND AMENDMENTS**

Modifications to the terms of the Agreement and to program content and/or budget are to be made in accordance with the DEPARTMENT, and if applicable, State of Maryland and/or federal government guidelines and policies. Any and all modifications to the terms of the Agreement and the services and/or cost of the services to be performed shall be in writing and made by addendum(a) setting forth the modifications/amendments, which must be approved in writing by the Board of Estimates of the City of Baltimore.

## **ASSIGNMENT**

The PROVIDER shall not assign this Agreement, except in writing and with the prior written approval of the DEPARTMENT and the Board of Estimates of Baltimore City, which approval shall be subject to such conditions and provisions, as the DEPARTMENT may deem necessary. This Agreement shall be incorporated by reference into any assignment; any assignee shall comply with all of the provisions of this Agreement; and unless expressly provided herein, such approval shall in no manner or event be deemed to impose any obligation upon the DEPARTMENT in excess of the funding provided herein.

## **SUBCONTRACTING**

The PROVIDER shall not enter into any subcontract for any of the services contemplated under this Agreement, except in writing and with the prior written approval of the DEPARTMENT. Such approval shall include the review and acceptance by the DEPARTMENT of the proposed sub-contractual arrangement between the PROVIDER and the subcontractor.

## **RETENTION OF RECORDS**

1. The PROVIDER and its contractors shall maintain and retain all records and other documents related to this Agreement for a period of three (3) years from the date of final payment under this Agreement or pursuant to any applicable statute of limitations, whichever is longer, except in cases where unresolved audit questions require retention for a longer period as determined

by the DEPARTMENT. The PROVIDER shall make such records and documents available for inspection and audit at any time to authorized representatives of the DEPARTMENT, and if applicable to state and/or federal government authorized representatives. If the PROVIDER should cease to exist, custody of all records related to this Agreement will be transferred to the CITY.

**2. The PROVIDER agrees to establish and maintain on a current basis:**

- a. General Journal;
- b. General Ledger;
- c. Cash Disbursement Journal;
- d. Payroll Register;
- e. Time and Attendance Records;
- f. Cumulative Leave Records;
- g. Maintain accounts receivable, accounts payable and equipment ledgers;
- h. Monthly Reconciliation of Bank Accounts;
- i. Monthly Reconciliation of Petty Cash Accounts; and
- j. Monthly Trial Balance.

**3. The PROVIDER further agrees that:**

- a. All checks shall be supported by official documentation;
- b. All checks in excess of \$500.00 shall require at least two signatures;
- c. All contract expenditures for service shall be supported by approved documentation; and
- d. Individual Personnel File folders shall be maintained and shall contain all individual personnel actions.

**AUDIT**

The DEPARTMENT requires each of its providers to have an annual audit at its own (provider's) expense to coincide with its fiscal year to be performed by an independent audit firm. Each provider shall have the appropriate audit in accordance with its status pursuant to the following criteria:

If a not for profit provider receives \$750,000 or more in federal source funds in its fiscal year, it shall engage at its own expense an independent audit firm to perform an annual audit based on

its fiscal year in compliance with the requirements of OMB A-133 as promulgated by the United States Office of Management and Budget. [See [https://www.whitehouse.gov/omb/circulars\\_default](https://www.whitehouse.gov/omb/circulars_default) ] If the provider receives less than \$750,000 in federal source funds in its fiscal year, it shall engage at its own expense an independent audit firm to perform a financial statement audit based on its fiscal year. The PROVIDER shall submit an original bound audit report and all management letters to the DEPARTMENT within nine months after the end of its fiscal year. The CITY reserves the right to engage an auditor and the Baltimore City Department of Audits also reserves the right to perform OMB Circular A-133 audits on the PROVIDER. Furthermore, the PROVIDER must ensure that any independent auditor engaged to perform their OMB Circular A-133 audit is qualified and meets Government Auditing Standards.

If a for profit provider receives \$750,000 or more in federal source funds in its fiscal year, it shall engage at its own expense an independent audit firm to perform an annual audit based on its fiscal year in compliance with the requirements of OMB A-110 as promulgated by the United States Office of Management and Budget. If the provider receives less than \$750,000 in federal source funds in its fiscal year, it shall engage at its own expense an independent audit firm to perform a financial statement audit based on its fiscal year. The PROVIDER shall submit an original bound audit report and all management letters to the DEPARTMENT within nine months after the end of its fiscal year.

Irrespective of the amount of the award and of the particular audit requirements, the DEPARTMENT has the right to perform periodic fiscal and programmatic reviews and audits of the records and books of the PROVIDER. The DEPARTMENT also has the right to request the Baltimore City Department of Audits to perform a review or an audit of the PROVIDER.

The PROVIDER shall send the appropriate audit report to the Fiscal Monitoring Supervisor, Fiscal Monitoring Unit, of the DEPARTMENT.

The PROVIDER shall be responsible for repayment of any and all applicable audit exceptions, which may be identified by city, state, or federal auditors or their designated representatives, and reviewed by the PROVIDER. The PROVIDER will be billed by the DEPARTMENT for the amount of said audit disallowance and shall promptly repay such audit disallowance. In the event of such an audit disallowance, the DEPARTMENT may offset the current fiscal year award or subsequent year award by the amount of such audit disallowance.

## **PUBLICITY**

Prior to any advertising, publicity, or promotional materials initiated by the PROVIDER relating to the services under this Agreement, the PROVIDER shall obtain prior written approval regarding such promotional materials from the DEPARTMENT before such materials can be released. Materials shall be presented to the DEPARTMENT for prior written approval and shall be returned to the PROVIDER in a timely manner.

All publications shall state the publication was made possible by the specific grant from the Baltimore City Health Department and if applicable, the source of state and/or federal funding. Further, the publication should include a disclaimer stating that the publication's contents are solely the responsibility of the authors and do not necessarily represent the official view of the Baltimore City Health Department and if applicable, the source of state and/or federal funding.

All conference grant materials, including promotional materials, the agenda and any internet sites that advertise a conference shall acknowledge the source of funding for the conference. Further, that acknowledgement shall be accompanied by a disclaimer indicating the information provided or views expressed at the conference, whether orally or in writing, or in any documents resulting from the conference, do not necessarily reflect the official views of the source providing the funding support or imply endorsement by the source of funding.

## **COMPLIANCE WITH CONFIDENTIALITY LAWS**

The PROVIDER agrees that any confidential information received from the DEPARTMENT or its personnel in the furtherance of this Agreement shall remain strictly confidential and shall not be made available to any individual or organization without the prior written approval of the DEPARTMENT or pursuant to applicable federal, state, or local laws. The provisions of this section shall remain binding upon the PROVIDER after the termination of this Agreement.

The PROVIDER shall comply with all applicable federal and state confidentiality requirements regarding the collection, maintenance, use and disclosure of health information. This includes, where appropriate, (1) the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d et seq. and implementing regulations at 45 CFR parts 160 and 164) as amended, (2) the Confidentiality of Alcohol and Drug Abuse Patient Records (42 U.S.C. 290dd-2, as

implemented at 42 CFR part 2) as amended; and (3) the Maryland Confidentiality of Medical Records Act (Md. Code Ann. Health-General § 4-301 et seq.) as amended.

## **COMPLIANCE WITH LAWS**

The PROVIDER hereby represents and warrants that:

It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

It shall comply with all federal, state and local laws, ordinances, rules and regulations, including interim expenditure and annual report requirements, and applicable codes of ethics pertaining to or regulating the services to be performed pursuant to this Agreement, including those now in effect and hereafter adopted;

It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to perform its obligations under this Agreement; and

The PROVIDER's violation of the above representations and warranties shall entitle the DEPARTMENT to terminate this Agreement immediately upon delivery of written notice of termination to the PROVIDER.

## **CRIMINAL BACKGROUND CHECKS**

The PROVIDER covenants and agrees that it and its subcontractors will conduct a criminal background check of all of its employees, agents, and volunteers prior to commencing work under this Agreement. All costs of the criminal background check shall be borne by PROVIDER or its subcontractors. As applicable pursuant to Md. Code Ann. Family Law Article, §5-560 et seq., the PROVIDER and its subcontractors shall obtain criminal history records checks of employees, agents, and volunteers who shall provide services to minors under this Agreement. In any case where a criminal record is reported, the PROVIDER and its subcontractors shall be responsible for taking immediate and appropriate action to protect the safety and welfare of any and all persons (especially minors, seniors, and people with disabilities or mental illness) having contact with that individual.

## **NONDISCRIMINATION**

The PROVIDER shall operate under this Agreement so that no person otherwise qualified is denied employment or other benefits on the grounds of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, disability or other unlawful forms of discrimination except where a particular occupation or position reasonably requires consideration of these attributes as an essential qualification for the position. The PROVIDER shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

PROVIDER shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, gender identity or expression, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, suppliers, or commercial customers.

PROVIDER shall provide equal opportunity for subcontractors to participate in all of its public sector and private sector subcontracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace, such as those specified in Article 5, Subtitle 28 of the Baltimore City Code, as amended from time to time. PROVIDER understands and agrees that violation of this clause is a material breach of the contract and may result in contract termination, debarment, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

Upon the CITY's request, and only after the filing of a complaint against PROVIDER pursuant to Article 5, Subtitle 29, of the Baltimore City Code, as amended from time to time, PROVIDER agrees to provide the CITY, within 60 calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that PROVIDER has used in the past 4 years on any of its contracts that were undertaken with the Baltimore City Market Area as defined in Article 5, §28-1(d) of the Baltimore City Code, as amended from time to time, including the total dollar amount paid by PROVIDER for each subcontract or supply contract. PROVIDER agrees to fully cooperate in any investigation conducted by the CITY pursuant to the City's Commercial Non-Discrimination Policy, as contained in Article 5, Subtitle 29, of the Baltimore City Code as amended from time to time. PROVIDER understands and agrees that violation of this clause is a material breach of the contract and may result in contract termination, debarment, and other sanctions.

## **MINORITY AND WOMEN'S BUSINESS OPPORTUNITY REQUIREMENTS**

Article 5, Subtitle 28 of the Baltimore City Code, as amended, is incorporated into this Agreement by reference. If applicable, the failure of the PROVIDER or its subcontractor to comply with this Subtitle is a material breach of this Agreement. The PROVIDER shall (i) fulfill Program commitments submitted with the bids; (ii) continue to make good faith efforts to utilize minority and women's business enterprises; and (iii) maintain records reasonably necessary for monitoring compliance with this subtitle. The PROVIDER is encouraged to use the MBE/WBE Directory available from the Minority and Women's Business Opportunity Office which can be contacted on 410-396-4355.

### **UNFAIR LABOR PRACTICES**

Notwithstanding any other provisions in instant Agreement, PROVIDER shall comply with the terms of the Board of Estimates of Baltimore City Resolution dated June 29, 1994 (if applicable) which states as follows:

- 1.** Contractors, subcontractors, their agents and employees may not engage in unfair labor practices as defined under the National Labor Relations Act and applicable federal regulations and state laws.
- 2.** Contractors, subcontractors, and their agents may not threaten, harass, intimidate or in any way impede persons employed by them who on their own time exercise their rights to associate, speak, organize, or petition governmental officials with their grievance.
- 3.** If the Board of Estimates of Baltimore City determines that a contractor, subcontractor, or their agents have violated the policy set forth in this Resolution said contractor, or subcontractor will be disqualified from bidding on CITY contracts, and if they are currently completing contracts, they will be found in default of their contracts.

### **LOCAL HIRING LAW (If over \$300,000)**

Article 5, Subtitle 27 of the Baltimore City Code, as amended (the "Local Hiring Law") and its rules and regulations apply to contracts and agreements executed by the City on or after the Local Hiring Law's effective date of December 23, 2013. The requirements for the Local Hiring Law are summarized below:

- A.** The Local Hiring Law applies to every contract for more than \$300,000 made by the City, or on its behalf, with any person. It also applies to every agreement authorizing assistance valued at

more than \$5,000,000 to a City-subsidized project. Unless the Mayor's Office of Employment Development ("MOED") grants an exception under the Local Hiring Law, at least 51% of the new jobs required to complete the contract or project must be filled by Baltimore City residents.

B. Within two (2) weeks of the Board of Estimate's award of the contract or approval of the agreement, the contractor shall have a meeting, either in person or via telephone, with MOED to complete an employment analysis and review the workforce plan required for such contract or agreement. The contractor will not receive any payments under the contract or agreement, unless and until the employment analysis is performed. Contact information for MOED can be found on its website: [www.oedworks.com](http://www.oedworks.com).

C. Should the contractor's workforce plan indicate a need to fill new jobs, the contractor shall post the new job openings with MOED's One Stop Career Center Network for a period of seven (7) days prior to its publicly advertising these openings. Further, the contractor shall interview qualified Baltimore City residents referred from MOED; and unless granted an exception, fill at least fifty-one percent (51%) of the new jobs required to complete the contract or project with Baltimore City residents.

D. For all contracts subject to the Local Hiring Law, the contractor shall submit an Employment Report to MOED by the fifth (5<sup>th</sup>) day of each month throughout the duration of the contract or agreement, regardless of whether MOED has granted a waiver of any of the Local Hiring Law's requirements.

## **CONFLICT OF INTEREST**

PROVIDER shall not allow any officer, employee or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, to have any personal financial interest, direct or indirect, in this Agreement.

## **INDEPENDENT CONTRACTOR**

It is agreed by the parties that at all times and for all purposes hereunder that the PROVIDER is an independent contractor and not an employee of the CITY. No statement contained in this Agreement shall be construed so as to find the PROVIDER or any of its employees, subcontractors, servants, or agents to be employees of the CITY, and they shall be entitled to none of the rights, privileges, or benefits of employees of the CITY.



**APPENDICES A**

**Work-plan Matrix**

**FY 2016**

**March 1, 2016 - February 28, 2017**

<b>Goal A:</b>			
<b>Objective:</b>	<b>Target Date</b>	<b>Responsible Staff</b>	<b>Status</b>
<b>A.1</b>			
<b>Goal B:</b>			
<b>Objective:</b>	<b>Target Date</b>	<b>Responsible Staff</b>	<b>Status</b>
<b>B.1.</b>			
<b>B.1.</b>			
<b>Goal C:</b>			
<b>Objective:</b>	<b>Target Date</b>	<b>Responsible Staff</b>	<b>Status</b>

C.1.			
C.2.			
C.3.			
C.4.			
Goal D:			
Objective	Target Date	Responsible Staff	Status
D.1.			
D.2.			

## APPENDICES B

## Sample Budget Narrative

**XYZ Inc.**  
**Line Item Budget Justification**  
**Medical Case Management**  
**SFY 2016**

	Line Item Description	Annual Salary	Budget
<b><i>Personnel</i></b>			
•	Jane Doe - Medical Case Manager -1.0 FTE- 12 months This person will provide direct case management services to include client assessments, coordination of care and support services, writing care plans, monitoring and tracking progress, etc. for enrolled clients.	66,312	\$66,312
	FICA (7.30% of salary)		\$4,841
	Retirement (17% of salary)		\$11,273
	Health Insurance (85% of annual cost of \$14,158)		\$12,034
	Unemployment Insurance (.0028 of Annual Salary cost)		\$186
	Annual Worker's Comp. (.0043 of Annual Salary Cost)		\$285
•	John Doe - Medical Case Manager -0.6 FTE- 12 months This person will provide direct case management services to include client assessments, coordination of care and support services, writing care plans, monitoring and tracking progress, etc. for enrolled clients. (40%FTE on Prevention Program duties)	66,975	\$40,185
	FICA (7.30% of salary)		\$2,934
	Retirement (17% of salary)		\$6,831
	Health Insurance (85% of annual cost of \$14,158 * 60%FTE)		\$7,221
	Unemployment Insurance (.0028 of Annual Salary cost)		\$113
	Annual Worker's Comp. (.0043 of Annual Salary Cost)		\$173

•	Annie Cast – Clinic Clerk - 1.0 FTE – 12 months This person will provide direct assistance to enrolled clients including contact by phone and mail, annual recertification procedures including verification of insurance and income, and scheduling appointments during clinic visits. This person performs data entry into CAREWare for RSR and monthly reporting.	42,780	\$21,390
	FICA (7.30% of salary)		\$1,561
	Retirement (17% of salary)		\$3,636
	Health Insurance (85% of annual cost of \$14,158*FTE)		\$6,017
	Unemployment Insurance (.0028 of Annual Salary cost)		\$60
	Annual Worker's Comp. (.0043 of Annual Salary Cost)		\$92
<b>Total Salary and Fringe</b>			<b>\$185,144</b>
<b><i>Postage</i></b>			
•	Postage: costs related to mailing appointment reminders to clients, 50 clients 1 roll of 100 stamps @ \$.48 each		\$48
<b>Total Postage</b>			<b>\$48</b>
<b><i>Telephone</i></b>			
•	Telephone: costs related to communication with medical case management clients, referring agencies and medical providers for coordination of care. Includes land lines and fax lines. Each line costs \$35 per month. 1 Case Manager and clerk line at 100%, 1 Case Manager line at 60%		\$882
<b>Total Telephone</b>			<b>\$882</b>
<b><i>Other Cost</i></b>			

•	Educational Supplies - Purchase educational and treatment adherence brochures to be discussed with clients during medical case management visits. The brochures will provide health education and empower clients to manage their treatment and living with HIV. The brochures will cover HIV topics as well as other co-morbidities. 1,000 brochures at \$ .48 each = \$480		\$240
•	Local Transportation - cost of mileage reimbursement for medical case managers to conduct 10 home visits with clients. Mileage rate is \$.575; average round trip 12 miles		\$69
•	Staff Development - two Medical Case Managers will attend continuing education classes at the local community college in the area of social work to ensure state-of-the-art wraparound case management. 2 classes x \$375.00/class = \$750.00.		
Total Other Costs			\$309
Sub-Total Program Costs			\$186,383
		Indirect Costs	\$20,700
Total Indirect Costs			\$20,700
Total Costs			\$207,083

**Total Contract Amount – Budget  
Form 4542A/432B**

**\$207,083**

% Administrative Costs-Should not  
exceed 10%

**10.00%**

**Budget Forms**

**INSTRUCTIONS**

**for Completing Budget Forms BCHD 432A-I**

This package is a standard application to become a vendor for a health related human services program funded in whole or part by the Baltimore City Health Department.

It is recommended that the entire package be reviewed before completing it. Also, if you are unsure of what is being asked of you, please contact the Office of Finance for clarification before proceeding. Complete budget forms that are applicable and document as N/A for those that do not apply.

Any budgets not complying with these instructions will be returned for correction. These forms are also to be used to request supplemental and/or reduction funding.

*Budget Narrative:*

A budget narrative describing each funded salary position must be submitted with your budget forms. The narrative should describe the responsibilities and duties associated with the position and must explain how each cost is necessary for the program.

Office of Finance/Fiscal & Grants Management

(410) 396-8000

Program Accountant/Accountant Supervisor

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## **I. *BCHD 432A Transmittal Page***

### **A. Vendor Information:**

- Organization - Enter formal, corporate or agency name. Address - Enter street address or box number.
- Telephone - If long distance from Baltimore, prefix the number "1" and area code, if appropriate.
- Federal Employer ID - Required - Payments cannot be made to vendors without this number.
- Minority Enterprise - If your organization meets the definition per the Annotated Code of Maryland - (optional)

## **Human Service Contract Proposal**

- Fiscal Year(s) or period for which funds are requested. Enter state FY or indicate if the request is for less than a 12-month time period. This line must be in the format 03/01/12-02/28/13.
- Type of service to be funded - Use major service categories - some examples would be: Outpatient Clinic Services, Information and Referral or Day Care.
- Performance Measure Detail - is this schedule (BCHD 432C) attached?
- Fundraising - are funds generated in this manner? If so, are State funds used in fundraising activities?

### **B. Affirmations and Signature of Certifying Official:**

The certifying official should be an officer of the corporation; the chief executive if the applicant is a local government; or if the applicant is a public agency, the director of that agency.

## II. ***BCHD 432B - Program Budget Page***

**Program Administration** - BCHD unit to whom you are submitting the document; for example, Ryan White Office.

**Award Number** - the BCHD contract number will be determined during contract process.

**Date Submitted** - date you are formally returning the completed package to the appropriate administration.

**Contract Period** - period of budgeted service must be in the form MM/DD/YY - MM/DD/YY.

**Fiscal Year** - State fiscal year of the contract; for example FY 12

**Organization** - formal corporate or agency name.

**Phone Number** - number, including area code, where calls about program and fiscal matters should be directed.

**Street Address** - mailing address for program and fiscal information.

**City, State, County** - see above.

**Zip** - See above.

**Program Title** - specific title indicating program type; for example, community residential.

**Chargeable Services** - those services for which you may get reimbursement either from the client, and/or insurance, Medicaid, etc.



**BCHD Provides 50% or More of Funding** - the BCHD award plus applicable fees is the BCHD share. Divide this share by your total budget to determine the answer to this question.

Enter all costs associated with the program services to be delivered. Apportion costs by funding sources in the same ratio as a particular source of funding is to total anticipated funding unless local or other funding sources are to be restricted to a particular purpose, i.e., partial salary, space cost, equipment, etc. If that is the case, delete such funding for determination of ratios and proceed with cost apportionment for unrestricted funding; then insert restricted funding.

If the proposal is for less than a full fiscal year or for supplemental funding, check with the appropriate program administration to determine if it wishes an annualized budget in addition to the actual budget. If so, use a photocopy of the form for that purpose.

**Note: Indirect Cost must not exceed 10% of Direct Service Cost.**

**Do not change the line items on the BCHD 432B form. Additional line items must be totaled under Other, with detailed breakdown attached.**

### III. ***BCHD 432C - Program Budget Estimated Performance Measures***

This schedule is to be used to detail the estimated performance measures for the fiscal year relative to the contract award. Performance measures are the identified measures of the output of a specific human service agreement. (if applicable)

### IV. ***BCHD 432D Schedule of Salary Costs***

- Merit System - If the position is to be filled using a state or local merit system, identify that system. (if applicable)
- Grade and Step - Ignore if not merit system driven. Temporary positions for replacement of persons on leave should be separately identified. (if applicable)
- Hours per week are required.
- Expected expenditures should be listed if the proposal or the position is for less than one year.

- Vacant positions will not be accepted as part of the budget proposal.
- Include annual leave, promotion, etc.

The total for this schedule must equal the salary line item on the Program Budget page (BCHD 432B) in the "BCHD Funding" column or, if applicable, the "Suppl. Funding" column.

### ***BCHD 432DD Schedule of Salary Costs***

SCHEDULE OF FRINGE BENEFITS: Enter cost allocation of the fringe benefits cost associated with each budgeted employee and submit with Budget packet.

## **V. *BCHD 432E - Schedule of Consultant Costs***

List the individual's name. If payment will be made to a business, list the firm's name also. List only the highest applicable degree held. Total costs must equal the hourly rate times the total number of hours. The total for this schedule must equal the consultant line item in the "BCHD Funding" (or "Suppl. Funding") column on the Program Budget page.

**Note:** The consultant-contractor relationship is defined by individual, personal delivery of service where the former has a high degree of autonomy over use of time, selection of process, and utilization of resources. Use IRS guidelines to distinguish between a consultant and an employee. Include at least (3) three payment histories along with resume.

Legal, accounting, or audit services, should not be entered on this schedule (even though one may hire on an individual basis).

## **VI. *BCHD 432F - Schedule of Equipment Costs***

This schedule is to be used to detail all equipment costing \$500 or more per item to be purchased with BCHD funds. List in one lump sum all equipment costing under \$500 per item.

The justification column is to be used to describe the need for the item to be purchased and its proposed use. Indicate if the item is additional equipment or to replace equipment purchased previously with BCHD funds. If it is the latter; state when the prior funding was made and what was the disposition of the old equipment. Also, indicate if the item is office equipment or for use in client services. If more space is needed, continue the narrative within the column. For each item, skip a line. Use additional photocopied pages as necessary. The total for this schedule must equal the combined totals of equipment line items in the "BCHD Funding" (or "Suppl. Funding") column on the Program Budget page.

## VII. ***BCHD 432G - Purchase of Service***

This schedule is to be used to detail any amounts reflected on the Purchase of Service line item on the Total Program Budget (BCHD 432B) page. List the type of service, the vendor from whom the service is purchased, the performance measures relative to that purchased service and the BCHD funding and the total funding for service and vendor. The total for this schedule must equal the total of the Purchase of Service line item on the BCHD Funding Column and Program Budget Column on the Program Budget page (BCHD 432B).

### VIII. ***BCHD 432H - Anticipated Sources of Funding Page***

List all sources of funding anticipated for this program (if applicable). In-Kind funding should be listed here, but do not show it on the BCHD 432B-Program Budget.

### IX. ***BCHD 432I – Budget Packet Checklist***

Complete checklist and submit with budget packet.

### X. ***General Instructions***

A. Forward this proposal to the program administration from which funding is being sought. If filing as a result of a solicitation (RFP), follow whatever instructions for routing that the RFP specifies.

B. Discard these instructions before submitting the application.



BCHD432 A-I



BUDGET NARRATIVE  
FORM

## References

1. "About Part A: Grants to Emerging Metropolitan & Transitional Grant Areas." *About Part A: Grants to Emerging Metropolitan & Transitional Grant Areas*. N.p., n.d. Web. 17 Nov. 2015.
2. "Policies & Program Letters." *Policies & Program Letters*. N.p., n.d. Web. 17 Nov. 2015.